

PURCHASE ORDER TERMS AND CONDITIONS

1. TERMS OF ORDER. These Terms and Conditions (which include the terms and conditions on the Purchase Order issued by Purchaser (the "Order") set out the entire understanding between Supplier and Purchaser (the "Parties") and supersede (i) all prior agreements, written or oral, between Supplier and Purchaser with respect to the subject matter of the Order (except where the Order explicitly references a written agreement between Supplier and Purchaser, in which case the terms of that written agreement will apply); (ii) any additional or conflicting terms contained on Supplier's agreement, acknowledgment, confirmation, invoice or similar documents; and (iii) any software licence that is not in writing and fully executed by both Parties. The Order may be amended only by a revised Order issued by Purchaser.

2. DEFINITIONS. The following terms shall have the following meanings:

a) "**Affiliates**" has the meaning set out in the *Canada Business Corporations Act*.

b) "**Confidential Information**" means all information or data belonging or relating to Purchaser or Purchaser's Affiliates, and their respective customers, clients, policyholders or employees, in oral, written, electronic or any other format relating to Purchaser's business, operations or affairs, including:

(i) drawings, specifications and other copyrightable documents, and technical, financial, marketing, customer, policyholder and personnel information, or other information which Purchaser considers confidential or proprietary, any molds, dies, tools, equipment, trade secrets, and patents;

(ii) information regarding levels and patterns of consumption of services; and

(iii) Personal Information.

Except with respect to Personal Information, Confidential Information excludes information that is:

(iv) otherwise in the public domain through no action of Supplier or anyone for whom Supplier is responsible;

(v) acquired by Supplier from a person other than Purchaser or its Affiliates without any obligation of confidentiality; or

(vi) independently developed by Supplier, as demonstrated by written evidence.

c) "**including**" and "**includes**" means including and includes without limiting the generality of the foregoing.

d) "**Personal Information**" means information which relates to an identified or identifiable individual, and includes any additional meaning ascribed by applicable law including the *Personal Information Protection and Electronic Documents Act* (Canada).

e) "**Purchaser Property**" means any of the Purchaser's and its Affiliates' premises or property.

f) "**Supplier Personnel**" means Supplier's and its subcontractors' employees, officers, contractors, subcontractors and agents who are engaged in the performance of the Services.

3. REPRESENTATIONS AND WARRANTIES. Supplier represents, warrants and covenants that:

a) the goods supplied in connection with the Order (the "**Goods**") and/or the services to be performed by Supplier as are set out in the Order (the "**Services**"):

(i) will comply with all applicable laws, regulations, codes and ordinances of the countries of manufacture and of delivery,

(ii) will conform to the specifications, drawings, samples or other descriptions contained in the Order or provided or approved by Purchaser, and will not be substituted with any other goods without Purchaser's written consent,

(iii) will be merchantable, of satisfactory quality, of good material and workmanship and free from defects,

(iv) if ordered for a specific purpose, will be fit for their intended purpose, and

(v) in the absence of contrary specifications, will be of the highest grade and quality.

b) Supplier will:

(i) deliver the Goods *FOB* to the Ship-To address or perform the Services by the dates set out on the face of the Order;

(ii) at its own cost, provide all labour, materials, machinery, equipment, tools, transportation and other facilities and services needed for the proper execution and completion of the Order, unless otherwise provided on the face of the Order;

(iii) pass through all warranties that become available on Goods and Services before or after acceptance and instruct any third-party suppliers of such goods to make Purchaser a beneficiary of such warranties;

(iv) be solely responsible for the handling, transportation and disposal of all materials, substances and chemicals that Supplier or any subcontractor brings onto the Purchaser Property, and any waste resulting from the use thereof; and

(v) not dispose or permit the release of any materials, substance or chemical (or any waste resulting from the use thereof) on Purchaser Property.

c) No liens or claims will be filed, maintained or enforced by Supplier or its suppliers or subcontractors for any Goods or Services performed or materials provided.

4. ACCEPTANCE. Purchaser will have a reasonable period of time after delivery or performance within which to inspect and accept the Goods or Services. The receipt of or payment for the Goods or Services, will not constitute acceptance, and will not impair Purchaser's right to (i) reject nonconforming Goods or Services, (ii) recover damages and/or (iii) exercise any other remedies to which Purchaser may be entitled. Acceptance of Goods or Services will not waive any rights or remedies accruing to Purchaser as a result of any breach of the Order. Rejected Goods or Services deliverables may be returned or otherwise disposed of at Supplier's expense.

5. PRICE AND TAXES. Price and delivery terms are stated on the face of the Order. The price includes (i) all costs to comply with the terms and conditions of the Order, (ii) costs, fees, and insurance related to the packing, transportation, sale, and delivery, and (iii) any and all duties and taxes, including sales, use, excise, value added and other taxes. Purchaser shall pay GST/HST and provincial sales tax, if applicable.

6. EXPENSES. If set out on the Order, Purchaser shall reimburse Supplier only for reasonable expenses which:

a) have been pre-approved in writing by Purchaser and are supported by copies of all applicable invoices and receipts; and

b) comply with Purchaser's Supplier Travel Policy, the current version available at www.canadalife.com in the Consumer Information > Supplier Relations section.

7. INVOICING AND PAYMENT. Supplier will invoice Purchaser for the amounts due under the Order once all Goods and Services are accepted by Purchaser. Subject to Section 21, Purchaser will pay Supplier all undisputed invoices within forty-five (45) days after receipt of the applicable invoice. If legally required, Purchaser will make any tax withholding that it is required to make, and remit the withholding to the appropriate governmental tax authority. Purchaser shall furnish Supplier particulars of such withholding and remittance in order to assist Supplier in claiming a foreign tax credit, if applicable. Purchaser shall not be liable in any manner for such tax amounts withheld and remitted, and such amounts will be deemed payment under the Order.

8. SUPPLIER PERSONNEL.

a) Supplier Personnel shall be highly skilled, trained, experienced and qualified to perform the Services. Supplier Personnel shall carry identification at all times when at Purchaser Property that clearly identifies them as Supplier Personnel. All arrangements with Supplier Personnel are the exclusive responsibility of Supplier.

b) Supplier acknowledges that it is liable for the conduct of Supplier Personnel and their compliance with the requirements of this Agreement.

c) If Purchaser determines any of Supplier Personnel is not sufficiently skilled or qualified to perform the Services, or that the continued performance of the Services by any of Supplier Personnel or their presence at Purchaser Property is not in the best interests of Purchaser or the Services, upon Purchaser's request Supplier shall remove such Supplier Personnel from performance of the Services and appoint a substitute acceptable to Purchaser.

d) Where set out on the Order, Supplier Personnel shall have passed background checks in accordance with Purchaser's requirements.

e) Representatives of the Parties will meet as determined by Purchaser to ensure that a consistent and high level of communication, consultation and cooperation exists between the Parties, at times and locations requested by Purchaser.

9. SUBCONTRACTORS. Supplier shall not use any agents or contractors for supply of Goods or performance of Services, or subcontract any of its obligations without Purchaser's prior written approval which shall be within Purchaser's sole discretion. Supplier shall be responsible for all activities of any subcontractors engaged in the performance under this Order, and all services performed by subcontractors shall comply in all respects with the terms and conditions of the Order. If Purchaser determines in its sole discretion that the continued performance of Services by any subcontractor is not in the best interests of Purchaser, Supplier shall forthwith terminate the services of such subcontractor.

10. OWNERSHIP OF INVENTIONS. All right, title, and interest in any and all inventions and deliverables (including discoveries, ideas, or improvements, whether patentable or not) which are conceived or made during or after the term of the Order and are (i) based upon or arising from Confidential Information, or (ii) developed for Purchaser, will belong to Purchaser. If Supplier produces works of authorship for Purchaser ("Works"), the Works will be deemed "works made for hire" and Purchaser will receive all right, title, and interest thereto. If any Works are not determined to be "works made for hire", Supplier agrees to assign, and hereby assigns to Purchaser and its successors the entire right, title, and interest, in and to the Works. Supplier represents and warrants that Supplier Personnel have expressly waived any and all moral rights over the Works. Nothing in the Order will affect the pre-existing intellectual property rights of the Parties. To the extent that the Works contain any intellectual property which was created and owned by Supplier prior to the Order, such intellectual property shall remain the property of Supplier, and Supplier grants to Purchaser an irrevocable, perpetual, paid up and unrestricted licence to use such intellectual property for Purchaser's purposes. If the Works contain the intellectual property of a third party, Supplier shall take all steps required to provide Purchaser with an irrevocable and perpetual licence to use such intellectual property for the Purchaser's purposes.

11. CONFIDENTIALITY. Supplier covenants that it shall a) keep the Confidential Information strictly confidential; b) disclose the Confidential Information only to Supplier Personnel as required to perform the Services; c) use the Confidential Information only for the purpose of performing the Services, and for no other purpose; d) not copy or make reproductions, summaries or extracts from the Confidential Information except to the extent necessary to perform the Services, and return the Confidential Information upon termination or expiry of this Order, or upon request by Purchaser; e) comply with Purchaser's and its Affiliates' Privacy Guidelines as may be amended from time to time; and f) not disclose the existence of this Order or any Services, or use or refer to the Confidential Information for its own purposes. Supplier shall maintain information security policies and cybersecurity practices sufficient to protect the confidentiality of any Confidential Information, which standards and policies shall be at least as stringent as the industry standard for the financial services industry.

12. PERSONAL INFORMATION. Supplier agrees that it shall not, and shall not permit or allow any person acting on its behalf to, collect, use, copy or disclose any Personal Information. If Supplier becomes aware of any person acting on its behalf having collected, used, copied, or disclosed Personal Information, or if it becomes aware of any unauthorized access to Personal Information, Supplier agrees to a) advise Purchaser immediately; b) take whatever steps are necessary to limit further collection, use, copying or disclosure; and c) comply with any instruction issued by Purchaser in this regard. Supplier agrees that it shall be responsible for any use, collection or disclosure of Personal Information by it or any person acting on its behalf. Supplier shall comply with all applicable privacy and data protection legislation.

13. RIGHTS TO TRADEMARKS. Purchaser does not by this Order grant Supplier any right, title or interest in, or any right or licence to use or publish any trademark or any material which is subject to a copyright owned by Purchaser or any of its Affiliates. Supplier shall not refer to Purchaser's or its Affiliates' names or any trademark in discussions with third parties or in any materials (including any media releases), except with the prior written consent of Purchaser. Supplier shall refrain from any act which is inconsistent with Purchaser's ownership of the trademarks or its copyrighted materials.

14. RISK OF LOSS. Supplier will retain the risk of loss and damage to the Goods until the Goods are received at the Ship-To address and accepted by Purchaser.

15. INDEMNIFICATION. Supplier agrees to indemnify, defend and hold harmless Purchaser, its Affiliates and their directors, officers, employees, agents, and representatives from and against any and all liability, loss, damage, fine, penalty, cost or expense (including reasonable attorneys' fees) to the extent arising out of or resulting from (i) any non-conforming Goods or Services; (ii) any alleged or actual, direct or contributory infringement or misappropriation of any patent, copyright, trade secret or other proprietary right arising in any way from the purchase, use or sale of the Goods or Services; (iii) any damages, including the leak or spill of any materials, substances or chemicals, while being transported or delivered to Purchaser or while on Purchaser Property; (iv) any breach by Supplier of any term or condition contained in the Order; (v) the negligent acts or omissions, or willful misconduct of Supplier, Supplier's subcontractors, employees, agents, representatives and any person providing Goods or performing Services. Without limiting the foregoing, Purchaser may require Supplier to re-deliver and re-perform any non-conforming Goods or Services at Supplier's expense.

16. CANCELLATION/TERMINATION. Purchaser (i) may cancel the Order for any reason or no reason prior to shipment of the Goods, or if the Order is for Services, at any time, by providing written notice to Supplier and (ii) may immediately terminate the Order, even after shipment, by providing written notice to Supplier if Supplier breaches any part of the Order or another agreement between the Parties, or becomes insolvent or subject to any proceeding under any insolvency law. Upon termination or expiry of the Order, Supplier shall cease performance of the Services, remove all property belonging to or provided by Supplier at Purchaser Property, and repair any damage caused to Purchaser Property.

17. FORCE MAJEURE. Each Party will be excused from a failure to perform or a delay in performance to the extent caused by events beyond its reasonable control. The Party claiming excuse from performance must take reasonable efforts to remove the cause of its inability to perform or its delay in performance. The Party claiming excuse from performance must give prompt written notice to the other Party of the event, specifying its nature and anticipated duration. If Supplier's performance is excused or delayed for more than twenty (20) calendar days, Purchaser may terminate the Order by giving Supplier written notice. If Purchaser terminates the Order, Purchaser's sole liability will be to pay any balance due for conforming Goods and Services delivered before receipt of Purchaser's termination notice.

18. INSURANCE.

a) Policies. Unless otherwise provided on the face of the Order, Supplier shall maintain in force the following insurance coverages insuring Supplier and Supplier Personnel, per occurrence:

(i) commercial general liability insurance, including contractual liability and broad form property damage for damages to any property, with a minimum combined single limit of \$5,000,000.00;

(ii) automobile liability insurance covering use of all owned, non-owned and hired automobiles, with a minimum combined single limit of \$2,000,000.00;

(iii) employee dishonesty and computer fraud coverage for loss arising out of or in connection with any fraudulent or dishonest acts committed by the employees and subcontractors of Supplier, acting alone or in collusion with others, including client coverage, in an amount of at least \$2,000,000.00;

(iv) errors and omissions liability insurance, covering liability for financial loss due to error, omission or negligence of employees, in an amount of at least \$5,000,000.00; and

(v) Workers' Compensation – all Supplier Personnel shall have coverage under applicable Canadian Workers' Compensation or Workplace Safety and Insurance legislation.

b) Terms. Upon Purchaser's request, Supplier's insurance shall contain a waiver of cross claim and subrogation, and Purchaser and its landlord shall be an additional insureds. Upon Purchaser's request, Supplier shall provide to Purchaser copies of certificates of insurance required by this Section 18, and evidence of compliance with appropriate Worker's Compensation or Workplace Safety and Insurance legislation. Supplier shall promptly notify Purchaser of any significant changes to such terms and conditions, including any threatened cancellation or termination of insurance.

c) Subcontractors. Supplier shall ensure that any subcontractors permitted hereunder also maintain insurance as specified in this Section 18, or are endorsed as additional named insureds on all required Supplier policies.

19. LIMITATION OF LIABILITY. Except for claims relating to any breach of confidentiality, personal injury (including death) or property damage, intellectual property claims, indemnity obligations, or gross negligence, fraud or willful misconduct, NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER PARTY HEREUNDER FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFIT) EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY.

20. GOVERNING LAW. This Order shall be subject to and construed in accordance with the laws of the Province of Manitoba, without regard to conflict of laws principles. The Parties irrevocably attorn to the courts of the Province of Manitoba.

21. BUILDERS' LIEN AND HOLDBACKS ISSUES. Supplier agrees to comply with applicable builders' liens legislation. Such builders' liens legislation shall govern the payment of monies by Purchaser to Supplier. If applicable, a holdback in the statutory amount, or at least 10% where no statutory amount is prescribed, will be withheld from all payments, pending satisfactory compliance with applicable builders' liens or legal hypothec legislation, for the period set out in the applicable legislation, or 30 days where no statutory period is prescribed. Prior to final payment, Supplier shall provide to Purchaser a statutory declaration in Purchaser's standard form, that all subcontractors, all suppliers and furnishers of material, and all assessments under applicable Workers' Compensation and Workplace Safety and Insurance legislation have been paid in full.

22. EXCLUSION OF CONVENTION. Neither the *Convention on Contracts for the International Sale of Goods* nor the *Uniform Computer Information Transactions Act* (formerly the proposed Article 2B of the Uniform Commercial Code) or any revision thereof, shall apply to this Order.

23. SURVIVAL. The parts of the Order respecting indemnification, intellectual property, Personal Information, Confidential Information, Purchaser Property, and location of data and records, shall survive the termination or expiry of the Order.

24. AGENCY. In entering into the Order, Purchaser acts on its own behalf and, to the extent that any of its Affiliates acquire any rights, remedies or entitlements, or assume or are subject to any risks under or as a result of the Order, also acts as agent for such Affiliates, and is accordingly entitled to enforce or invoke any rights, remedies or entitlements on behalf of such Affiliates. It is expressly understood and agreed that Purchaser and each of the Affiliates shall be solely and separately responsible for all costs, charges, expenses, claims and liabilities related to, or associated with, or arising from their own acts and omissions in respect of the Order.

25. INDEPENDENT CONTRACTORS. The relationship between the Parties is that of independent contractors, and no relationship of employment, partnership or agency is created or implied by this Order (except as stated in Section 24). Nothing in this Order shall be construed as restricting Purchaser from utilizing the same or similar services of any other party.

26. WAIVER. Waiver of a Party's rights under this Order shall only apply to the extent specifically stated in a written waiver signed by that Party and not to any other or future rights or obligations.

27. ASSIGNMENT. This Order may not be assigned by Supplier, and any attempted assignment shall be null and void.

28. SEVERABILITY. If any part of this Order is held to be invalid, illegal or unenforceable, the remaining parts shall in no way be affected or impaired thereby.

29. LANGUAGE. The Parties agree that the English language will govern their relationship. Further, unless the Parties specifically agree to the contrary in writing, all meetings and hearings will be conducted in the English language. *Il est la volonté expresse des parties que cette convention et tous les documents s'y rattachant, y compris les avis et les autres communications, soient rédigés en anglais seulement.*

IF SUPPLIER PERFORMS SERVICES, ADDITIONAL CONDITIONS #30 THROUGH #35 BELOW SHALL ALSO APPLY.

30. PURCHASER POLICIES. Supplier shall be solely responsible for all methods and procedures and for coordinating all portions of the Services. Supplier shall give all notices and comply with all applicable laws, rules, regulations, codes and ordinances of any public authority bearing on the

performance of the Services and shall notify Purchaser immediately if it becomes aware of any non-compliance. Supplier shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Services and shall comply with all federal and provincial safety laws, rules, regulations, codes and ordinances as well as Purchaser's safety rules and policies.

31. PURCHASER TOOLS. Supplier is generally discouraged from using Purchaser-supplied equipment, tools, scaffolding or other materials ("Purchaser Tools"). Supplier hereby acknowledges that Supplier shall inspect any Purchaser Tools, and that Supplier will not use them unless they are suitable for the intended use and conform with applicable laws and regulations. Supplier assumes full responsibility for the proper use of Purchaser Tools and shall return them to Purchaser upon request or at termination in a like condition in which they were borrowed. Supplier agrees to release, indemnify and hold harmless Purchaser, its Affiliates, employees, officers and agents from and against any and all claims, damages, demands, liabilities, losses, fines, penalties, costs and expenses, including attorneys' fees, of whatsoever kind or character arising out of or in any way connected with the use of Purchaser Tools.

32. PURCHASER PROPERTY. If Purchaser provides Supplier with access to or use of Purchaser Property, it shall remain the sole property of Purchaser or the Affiliate, shall only be used for performance of the Services, and may only be occupied by Supplier Personnel. Supplier shall abide by the following:

a) Repair. Supplier shall be responsible for all risk of loss of and damage to Purchaser Property. Supplier shall repair at its own expense any damage caused to Purchaser Property, failing which Purchaser may deduct the cost of replacement or repair from any monies payable to Supplier.

b) Regulations. Supplier and Supplier Personnel will observe Purchaser's and its Affiliates' non-smoking, security, health, safety and any other regulations, practices and policies. In addition, Supplier shall comply and shall cause Supplier Personnel to comply with Purchaser's Supplier Code of Conduct, available at www.canadalife.com in the Consumer Information > Supplier Relations section.

c) Risk. The use of Purchaser Property and occupation of Purchaser Property by Supplier Personnel shall be solely at Supplier and Supplier Personnel's own risk.

33. CONSTRUCTION ZONE. Purchaser hereby relinquishes control over the construction zone to Supplier for the duration of any construction related Services to be performed under the Order and Supplier hereby assumes exclusive control over Services performed in the construction zone. To the extent possible, Supplier shall physically separate the construction zone from the remainder of the premises. Purchaser's use of the construction zone shall fully cease upon Supplier's entrance to the construction zone. Supplier is hereby assigned the full responsibility for safety and management over persons and property within the construction zone. Supplier agrees to explicitly warn and notify its subcontractors and its and their employees, agents, representatives, guests and visitors of any risks, hazards, or peculiar dangers associated with the construction zone for which Purchaser has made Supplier aware, or for which Supplier should be reasonably aware. Supplier shall periodically, as necessary, but at least once a day, inspect the construction zone for risks, hazards and dangers, whether patent or latent, and eliminate all risks, hazards or dangers, or to the extent not eliminated, appropriately warn employees and visitors.

34. CLEAN-UP. Supplier shall at all times retain title and ownership to any and all materials, substances or chemicals not incorporated into the work that Supplier or any subcontractor brings onto Purchaser Property. Supplier shall be solely responsible for the handling, transportation and disposal of any and all materials, substances and chemicals Supplier or any subcontractor brings onto Purchaser Property, and any waste generated or resulting from the use thereof. Supplier shall not dispose or permit the release of any materials, substance or chemical, or any waste generated or resulting from the use thereof on Purchaser Property. Supplier shall handle, transport and dispose of any and all substances and chemicals, including hazardous wastes and substances as defined by applicable federal, provincial and local laws, regulations, codes and ordinances.

35. SAFETY RULES. Supplier and its subcontractors, including its and their employees, agents, representatives, guests and visitors, shall abide by all of Purchaser's facility's safety rules and regulations while on or about Purchaser Property. Without prejudice to any other remedy Purchaser may have, violation of or failure to enforce facility safety rules and regulations or breach of Supplier's responsibilities in this Order is cause for (i) immediate removal from the premises and restrictions on future entry, and (ii)

immediate termination of this Order with no further obligation of Purchaser to Supplier.

IF SUPPLIER IS LICENSING SOFTWARE TO PURCHASER, ADDITIONAL CONDITIONS #36 THROUGH #40 BELOW SHALL ALSO APPLY.

36. GRANT OF LICENCE. Supplier grants Purchaser and its Affiliates a worldwide, multi-site, irrevocable and non-exclusive Licence (the "Licence") to use the "Software" for the Term. The Licence extends to (i) any person employed by Purchaser and its Affiliates, (ii) any person contractually bound as an agent, broker, contractor, consultant or otherwise to Purchaser and its Affiliates to provide computing, business, financial, sales or management services, and (iii) any other person deemed necessary by Purchaser in its normal course of business (collectively "Licensees"). Software includes all documentation, releases, versions, updates, upgrades, corrections, fixes, modifications, customizations and improvements to the Software.

37. TERM OF LICENCE. The Licence shall be perpetual unless a time-limited term is set out in the Order, in which case a subscription shall begin on the specified date for the specified term (the "Term"), and shall renew upon the issuance of an Order.

38. MAINTENANCE AND SUPPORT. If Maintenance and/or Support Services and indicated on the Order, they shall include: (i) bug, defect, and fault notification, (ii) bug resolution, error correction, and defect work-outs, and (iii) all new releases, versions, updates, upgrades, corrections, fixes, modifications, customizations and improvements to the Software. Where a licence is subscription based, Maintenance and Support Services are deemed included in the subscription fees.

39. GENERATED CODE. All code generated by the Software, customizations and modifications to the Software, and any intellectual property derived from or created by the use of the Software, become the property of Purchaser.

40. SOFTWARE REPRESENTATIONS AND WARRANTIES. Supplier represents and warrants to Purchaser that: (i) Supplier is the sole and exclusive owner of the intellectual property rights in the Software, (ii) Supplier has the full legal right and entitlement to enter into and to perform its obligations under this Order, and to grant the licences and other rights provided for in this Order in the Software, (iii) Software does not contain any hidden file, virus, Trojan Horse, worm, spyware, malware or similar code, "back door", whether known or unknown to Supplier, (iv) Software will not replicate, transmit, or activate itself without the control of the Licensee operating the Software, (v) Software will not alter, damage, nor erase any data or computer programs without control of a person operating the computing equipment on which it resides, (vi) Software will not contain any technical protection measures which limit Licensees' ability to use Software, (vii) Software shall perform in accordance with the functionality and specifications described in the Software's documentation and marketing materials.

41. INTELLECTUAL PROPERTY INDEMNITY. Supplier shall indemnify and hold harmless the Licensees from and against all costs, losses, expenses, damages, legal fees, liabilities, claims, demands, actions and settlement amounts resulting from or in any way related to any intellectual property claim. Supplier shall defend and contest or settle any intellectual property claim at its sole expense, in its own name or, with the prior written consent of Purchaser, in the name of Purchaser.

42. CONFLICTING TERMS. Supplier agrees that in the event of any conflict between this Order and any other purported agreement, including any proposal or invoice terms or any click-wrap style agreement which purports to be accepted by clicking or by the use of the Software, the terms of this Order prevail.

IF SUPPLIER IS A RESELLER OF A MANUFACTURER'S SOFTWARE OR HARDWARE, ADDITIONAL CONDITIONS #36 AND #42 ABOVE, AND CONDITION #43 BELOW, SHALL ALSO APPLY.

43. Supplier assigns to Purchaser all warranties that are provided to Supplier from the manufacturer of the Software or hardware, and Supplier shall take all steps required to provide the representations and warranties set out in conditions #36 through #41 above as representations and warranties of the manufacturer to Purchaser. To the extent granted by the manufacturer, Purchaser shall be the beneficiary of all manufacturer's warranties with respect to the Software or hardware.